

**UNITED STATES BANKRUPTCY COURT**  
**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

CONDON, MARLENE	)	Chapter 7
	)	
Debtor	)	Bankruptcy No. <b>05-30871 BIF</b>

**MOTION FOR ORDER**  
**AUTHORIZING THE RETURN OF UNCLAIMED FUNDS**

TO THE HONORABLE JUDGE BRUCE I. FOX  
 OF THE BANKRUPTCY COURT:

BANK OF AMERICA, ("the Claimant") by and through its attorneys, Kathryn M. Gantz, Esquire, and GANTZ LAW OFFICE, LLC., hereby moves this Honorable Court for an order authorizing the return of funds and in support thereof alleges as follows:

1. On or about January 12, 2007, Terry P. Dershaw, (" the Chapter 7 Trustee"), filed a REPORT TO THE COURT OF UNCLAIMED FUNDS TO BE DEPOSITED INTO THE COURT REGISTRY therein identifying unclaimed funds in the amount of \$9,039.60 ("the Funds") as belonging to the Claimant. ("the Report"). (Exhibit "A")

2. On or about January 12, 2007, the Chapter 7 Trustee deposited the Funds in the with the Clerk of the Court incorrectly listing Claimant's address as P.O. Box 2278, Norfolk, VA 23501.

3. At all times relevant hereunder, Claimant's address was Bank of America Corporation, Mail Code NCI021-03-40, 401 N. Tyson Street, Charlotte NC, 28255.

4. On or about June 23, 2009, Claimant entered into an AGREEMENT AND FEE MEMORANDUM ("the Agreement") with Clark Capital Review, ("the Finder"). (Exhibit "B")

5. Pursuant to the Agreement, the Claimant, via its Limited Power of Attorney appointed the Finder to collect said sums on its behalf. (Exhibit "C")

WHEREFORE, Claimant respectfully requests this Honorable Court enter an Order authorizing the return of funds and any accumulated interest to Claimant.

Date: July 21, 2009

GANTZ LAW OFFICES LLC

By: /S/  
Kathryn M. Gantz, Esquire  
Attorneys for Claimant, Bank of America.

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: : CHAPTER 7  
:   
CONDON, MARLENE :   
:   
DEBTOR : BKY. NO. 05-30871 BIF

**REPORT TO THE COURT OF UNCLAIMED FUNDS**  
**TO BE DEPOSITED INTO THE COURT REGISTRY**

Pursuant to 11 U.S.C. § 347(a) and Bankruptcy Rule 3011, I report to the Court that I will deposit the total sum of \$9,039.60 with the Clerk of the Court for transmission to the United States Treasury. These monies represent unclaimed funds. All known names and addresses of the entities and amount which they are entitled to be paid are listed here:

Bank of America NA USA \$ 9,039.60  
PO Box 2278  
Norfolk, VA 23501

TOTAL \$ 9,039.60

Dated: January 12, 2007 /s/ Terry P. Dershaw

\_\_\_\_\_  
TERRY P. DERSHAW  
Chapter 7 Trustee  
PO Box 556  
Bryn Athyn, PA 19009-0556  
215.322.8800

EXHIBIT "A"

AGREEMENT AND FEE MEMORANDUM  
BETWEEN

Clark Capital Review  
2975 East Lincoln Hwy, Suite 102  
Parkesburg, PA 193655

(hereinafter "Finder")

Bank of America Corporation  
Mail Code: NC1-021-03-40  
401 N Tyron Street  
Charlotte, NC 28255  
(hereinafter "Claimant")

In consideration of Finder's successful efforts to notify Claimant of \$1,357.47, \$4357.65, and \$9,039.60 due to Claimant, but as yet uncollected, and based on Finder's promise to direct Claimant's claim into proper channels as prescribed below, Claimant hereby agrees if Finder is able to recover said funds on behalf of Claimant, then Finder shall be entitled to a fee equal to 10% of funds recovered, out of which fee Finder agrees to pay all expenses associated with notification and collection.

It is understood that:

1. Claimant will cooperate by executing documents needed to complete the claim, as considered reasonable and customary by the Claimant.
2. The Finder will instruct the holder of funds to make checks payable to the Claimant. Upon receipt of the check, the Claimant will process the check, and forward the Finder fee as agreed above.
3. The Finder represents to have located this item from a source other than a State Unclaimed Property web site, and has ensured the item is not available on the State web site, since items held and disclosed by a State on their web site are subject to blanket claim by the Claimant. The Claimant does not bear responsibility, but relies on the Finder, to be diligent in ensuring that this item meets this requirement.
4. In the event the Claimant receives restitution from the State on this item as a result of a blanket claim, the Claimant will contact the Finder to terminate this contract, and no fee will be due the Finder.
5. Unless funds are recovered and delivered, there will be no charge to the Claimant whatsoever.
6. If funds are recovered, no expenses or charges will be assessed against Claimant other than the fee set out above.
7. If Claimant is actively attempting to recover the funds as of the date of this agreement or if Claimant discovers subsequent to the date of this agreement that Claimant was actively attempting to recover the funds prior to written notice from Finder to Claimant about the funds, this agreement shall be null and void.
8. Claimant reserves the right to terminate this agreement at any time upon ten days written notice to Finder, but Finder shall be entitled to its fee relative to any funds recovered by the Finder and delivered to Claimant at the time of termination.

The invalidity or unenforceability of any portion of this agreement shall in no way affect the validity and enforceability of any other portion of this agreement. This agreement and Finder's authority and entitlement hereunder shall terminate automatically upon Claimant's receipt of the funds and fee payment.

Dated this 22 day of June, 2009

Finder:  
Clark Capital Review

CF  
Clarke Faggioli

Claimant:  
Bank of America Corporation

Karen Hartford Polk  
Karen Hartford Polk, Assistant Vice President

EXHIBIT "B"

**LIMITED POWER OF ATTORNEY****KNOW ALL MEN BY THESE PRESENTS**, that I,

Karen Hartford Polk of Bank of America Corporation ("Bank of America"), acting on behalf of Bank of America hereby appoint *Clark Fagglioli of Clark Capital Review along with Kathryn M. Gantz of Gantz Law Offices LLC* in the person of one of its principal officers, as Bank of America's lawful attorney-in-fact to seek recovery of the undistributed, unclaimed, or undelivered tenders of funds of:

**Bank of America, NA** In the amount of \$9039.60

held by the United States, by a state, or by an agency or instrumentality of either, hereby revoking all previous powers of attorney in this regard to whomever granted.

Bank of America further grants the attorney authority to do whatever is necessary and proper to recover the aforementioned unclaimed funds only, as fully as it might or could do if acting through its own officers or agents, hereby confirming all that the attorney shall lawfully do or cause to be done. Nevertheless, the attorney shall have no authority to incur any financial obligation or to make any expenditure on behalf of Bank of America, other than an expenditure payable from any sums recovered by virtue of the attorney's actions.

In construing this instrument where the context so requires, the singular includes the plural. This Power of Attorney shall expire 180 days from the date hereof or upon collection of the aforementioned unclaimed funds, if earlier, unless otherwise extended by an amendment which is attached hereto.

Signed this 23 day of June, 2009.

**Bank of America Corporation**

Karen Hartford Polk  
Karen Hartford Polk

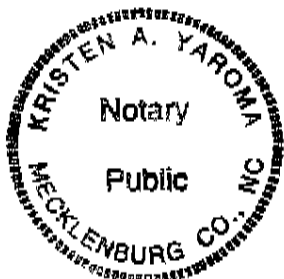
Federal Taxpayer ID 94-1687065

State of North Carolina County of Mecklenburg Date: June 23, 2009

The above-named Karen Hartford Polk known to me to be the individual described in [and holding the position designated in] the foregoing instrument, appeared before me and acknowledged the execution thereof to be his/her free act and deed.

Before me: Kristen A. Yaroma  
Notary Public

(Notary Seal)



My commission expires: 3/20/10

EXHIBIT "C"